

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BILLION TOWER INT'L, LLC

Plaintiffs,

V.

MDCT CORPORATION

Defendant.

Case No. 08-CIV-4185

ANSWER

Defendant MDCT CORPORATION by and through its attorneys, Wong, Wong & Associates, hereby answers the complaint in this matter as follows:

ADMISSIONS AND DENIALS

1. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 1 of the Complaint, and therefore denies such allegations.
2. Denies the allegations set forth in Paragraph 2 of the Complaint.
3. Denies the allegations set forth in Paragraph 3 of the Complaint.
4. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraphs 4 of the Complaint, and therefore denies such allegations.
5. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraphs 5 of the Complaint, and therefore denies such allegations.
6. Admits to jurisdiction of Paragraph 6 of the Complaint.
7. Admits to venue of Paragraph 7 of the Complaint.
8. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 8 of the Complaint, and therefore denies such allegations.

9. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 9 of the Complaint, and therefore denies such allegations.

10. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 10 of the Complaint, and therefore denies such allegations.

11. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 11 of the Complaint, and therefore denies such allegations.

12. Admits to the allegations set forth in Paragraph 12 of the Complaint.

13. Denies the allegations set forth in Paragraph 13 of the Complaint.

14. Denies the allegations set forth in Paragraph 14 of the Complaint.

15. Denies the allegations set forth in Paragraph 15 of the Complaint.

16. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraphs 16 of the Complaint, and therefore denies such allegations.

17. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraphs 17 of the Complaint, and therefore denies such allegations.

18. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraphs 18 of the Complaint, and therefore denies such allegations.

19. Defendant denies the allegations set forth in Paragraph 19.

20. Defendant denies the allegations set forth in Paragraph 20.

21. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 21 of the Complaint, and therefore denies such allegations.

22. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 22 of the Complaint, and therefore denies such allegations.

23. Lacks information sufficient to form a belief with respect to the allegations set

forth in Paragraph 24 of the Complaint, and therefore denies such allegations.

24. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 23 of the Complaint, and therefore denies such allegations.

25. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 25 of the Complaint, and therefore denies such allegations.

26. Defendant denies the allegations set forth in Paragraphs 26.

27. Defendant denies the allegations set forth in Paragraphs 27.

28. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 28 of the Complaint, and therefore denies such allegations.

29. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 29 of the Complaint, and therefore denies such allegations.

30. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 30 of the Complaint, and therefore denies such allegations.

31. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 31 of the Complaint, and therefore denies such allegations.

32. Lacks information sufficient to form a belief with respect to the allegations set forth in Paragraph 32 of the Complaint, and therefore denies such allegations.

33. Defendant denies the allegations set forth in Paragraphs 33.

34. Defendant denies the allegations set forth in Paragraphs 34.

35. Defendant denies the allegations set forth in Paragraphs 35.

36. Defendant denies the allegations set forth in Paragraphs 36.

37. Defendant denies the allegations set forth in Paragraphs 37.

38. Defendant denies the allegations set forth in Paragraphs 38.

39. Defendant denies the allegations set forth in Paragraphs 39.

40. Defendant denies the allegations set forth in Paragraphs 40.

DEFENSES

FIRST DEFENSE

41. The Complaint fails to state a cause of action upon which relief may be granted.

SECOND DEFENSE

42. The Complaint is barred by the doctrine of waiver.

THIRD DEFENSE

43. The Complaint is barred by the doctrine of estoppel.

FOURTH DEFENSE

44. The Complaint is barred by the doctrine of laches.

FIFTH DEFENSE

45. The Complaint is barred, in whole or in part, by plaintiff's failure to mitigate his claimed damages.

SIXTH DEFENSE

46. Plaintiff's damages, if any, were caused by persons over whom this defendant had no control.

SEVENTH DEFENSE

47. The Complaint is barred by the terms of the contract between the parties.

EIGHTH DEFENSE

48. The Complaint is barred by the doctrines of frustration of purpose and failure of consideration.

NINTH DEFENSE

49. Plaintiff is guilty of unclean hands.

TENTH DEFENSE

50. The plaintiff's claim is barred due to plaintiff's breach of contract.

ELEVENTH DEFENSE

51. The plaintiff's claim is barred due to plaintiff's breach of the covenant of good faith and fair dealing.

TWELFTH DEFENSE

52. Defendant is not obligated to pay plaintiff the amount claimed because it would constitute unjust enrichment.

THIRTEENTH DEFENSE

53. The Complaint is barred by the Statute of Frauds.

FOURTEENTH DEFENSE

54. The Complaint is barred by the applicable statute of limitations.

FIRST COUNTERCLAIM

(Breach of Contract)

55. Plaintiff and Defendant entered into a sales contract for the shipment of goods.

56. Defendant shipped the first shipment of goods to the Plaintiff.

57. Plaintiff accepted the delivery of the goods from Defendant.

58. Plaintiff did not pay Defendant for the goods accepted, nor did he return the goods.

59. As such Defendant performed his obligations under the contract and Plaintiff did not uphold his obligation for payment under the contract terms.

60. As such, Plaintiff is in breach of the contract with defendant.

61. Wherefore, Plaintiff has damaged defendant in an amount believed to be in excess of \$100,000.00.
62. WHEREFORE, Defendant demands judgment against Plaintiff on his Counterclaim:
- a. Dismissing Plaintiff's action with prejudice;
 - b. Awarding Defendant damages and lost profits due to the breach of contract; and
 - c. Awarding Defendant the costs and expenses incurred in this action, including reasonable attorney's fees, and such other and further relief as the Court may deem just and proper.

SECOND COUNTERCLAIM

(Unjust Enrichment)

63. Plaintiff and Defendant entered into a sales contract for the shipment of goods.
64. Defendant shipped the first shipment of goods to the Plaintiff.
65. Plaintiff accepted the delivery of the goods from Defendant.
66. Plaintiff did not pay Defendant for the goods accepted, nor did he return the goods.
67. As such Plaintiff remains in possession of goods that he did not pay for, and refused to return the goods.
68. As such, Plaintiff has been unjustly enriched by retaining goods that he has not paid for.
69. Wherefore, Plaintiff has damaged defendant in an amount believed to be in excess of \$100,000.00.

70. WHEREFORE, Defendant demands judgment against Plaintiff on his Counterclaim:

- a. Dismissing Plaintiff's action with prejudice;
- b. Awarding Defendant damages and lost profits due to the unjust enrichment of Plaintiff; and
- c. Awarding Defendant the costs and expenses incurred in this action, including reasonable attorney's fees, and such other and further relief as the Court may deem just and proper.

WHEREFORE, it is respectfully requested that Plaintiff's Complaint be dismissed in its entirety with prejudice; awarding defendants the costs of suit, including the reasonable attorneys' fees; and awarding defendants such other and further relief as the Court deems just and proper.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: July 22, 2008
New York, New York

WONG, WONG & ASSOCIATES, P.C.
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s/Ayala E. Yasgur
Ayala E. Yasgur